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ABSTRACT

An analysis is provided of the status of collective bargaining in Illinois community colleges in 1983-84. Chapter 1 provides introductory material on: the Illinois Educational Labor Relations Act (H.B. 1530), a comprehensive collective bargaining law; the value of an examination of collective bargaining prior to the implementation of the law; and the purposes and procedures of the study. Using data provided by the 21 colleges in Illinois that engaged in formal faculty bargaining in 1983-84, chapter 2 outlines common characteristics of community college contract, focusing on bargaining status, organizational affiliation, length of contract, reopener clauses, part-time faculty status, unit membership, academic year calendar, class size limits, teaching load provisions, academic freedom, office hours, insurance, retirement, tuition waiver and reimbursement provisions, leaves, sick leave, dues deduction, personnel file clause, grievance definition and resolution, impasse procedures, management rights clauses, no-strike provisions, use of private attorneys, and significant or unusual contract items. Chapter 3 presents respondents' answers to questions concerning the estimated impact of H.B. 1530 on faculty contracts, instructional quality, college finances, and faculty/administrator interaction and their suggestions concerning amendments to H.B. 1530. Finally, chapter 4 discusses the implications of H.B. 1530 for collective bargaining and bureaucratization. (HB)

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THE STATUS OF COLLECTIVE BARGAINING IN ILLINOIS COMMUNITY COLLEGES 1983-1984

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IN

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1983-1984

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PREPARED BY:

Ned B. Lovell	Illinois State University
William E. Piland	Illinois State University
Edna Schack	Illinois State University

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CONTRIBUTORS

Ned B. Lovell is a professor of education at Illinois State University in the Department of Educational Administration and Foundations with research interest in collective bargaining, community colleges, and personnel administration. He is a member of the graduate faculty.

William E. Piland is a professor of education at Illinois State University in the Department of Curriculum and Instruction with research interest and experience in community college labor relations. He is a member of the graduate faculty.

Edna Schack is a research assistant in the Department of Curriculum and Instruction at Illinois State University.

TABLE OF CONTENTS

		Page
Acknowledgements		2
Contributors		2
List of Tables		4
Chapter 1	Introduction	5
Chapter 2	Common Characteristics of Community College Contracts	7
Chapter 3	Additional Collective Bargaining Considerations	41
Chapter 4	Implications and Conclusion	44

LIST OF TABLES

		Page
Table 1	Illinois Community Colleges Participating in Collective Bargaining	8
Table 2	Illinois Community Colleges Without Formal Contracts	8
Table 3	Organizational Affiliation	9
Table 4	Length of Contract	10
Table 5	Reopener Clauses	11
Table 6	Part-Time Faculty Status	12
Table 7	Academic Year Calendar	13
Table 8	Class Size Limits	14
Table 9	Teaching Load Provisions	16
Table 10	Academic Freedom	17
Table 11	Minimum Office Hours	19
Table 12	Insurance (1984)	21
Table 12 A	Insurance (1982)	22
Table 13	Retirement Provisions	23
Table 14	Tuition Waiver and Reimbursement	25
Table 15	Leaves (1984)	27
Table 15 A	Leaves (1982)	28
Table 16	Sick Leave	30
Table 17	Dues Deduction Provisions	31
Table 18	Personnel File Clause	32
Table 19	Scope of Grievance Procedure	33
Table 20	Grievance Resolution	34
Table 21	Impasse Procedures	35
Table 22	Management Rights Clause	36
Table 23	No-Strike Clause	37
Table 24	Use of Private Attorney	38

CHAPTER 1

INTRODUCTION

Collective bargaining continues to be a major concern of both faculty and management. The passage of the Illinois Educational Labor Relations Act (H.B. 1530), by the Illinois General Assembly has escalated interest in the bargaining process. Faculty members, college administrators, and college trustees of most Illinois community colleges must now prepare for a new union-management relationship governed by a comprehensive collective bargaining law. The authors believe that collective bargaining can be dealt with constructively if it is understood. This premise has been the rationale for the publication of two previous monographs written by the authors and supported by the Illinois Community College Trustees Association, the Center for the Study of Educational Finance and the Office of the President, Illinois State University.

As the various community colleges in Illinois prepared for the implementation of H.B. 1530, there was a need for a current "snapshot" of the status of collective bargaining in Illinois. It was with this purpose in mind that the authors undertook this study. The data collected and reported herein have at least three potential uses. First, the data can be used to facilitate preparation for upcoming negotiations. Second, the data should provide background information for non-bargaining colleges and help them anticipate and prepare for negotiations. Third, the data collected for the time period being studied (1983-84) will provide benchmark information for a future study that will assess the impact of H.B. 1530.

PURPOSE

The purpose of this study was to analyze and report the state of faculty collective bargaining as depicted by an analysis of contract items in public community colleges in Illinois during the time period of 1983-84.

The major questions addressed by the study were:

1. How have faculty contracts changed over the past two years?

2. What is the current status of collective bargaining in Illinois community colleges?

3. What problems and issues have been identified by Illinois community college administrators concerning faculty collective bargaining?

4. What is the estimated impact of H.B. 1530 on academic governance, faculty morale, instructional quality, and college finance?

5. What amendments should be made to H.B. 1530?

STUDY PROCEDURES

A questionnaire was prepared by the authors to allow an updated status report of Illinois community college collective bargaining. The quescionnaire was sent to the 21 colleges in Illinois that currently engage in formal faculty bargaining. It was completed by either the Chief Academic or Financial Officer in each college.

CHAPTER 2

COMMON CHARACTERISTICS OF COMMUNITY COLLEGE CONTRACTS

Bargaining Status (Tables 1 and 2)

The community colleges comprising the Illinois system and their collective bargaining status are found in Tables 1 and 2. Twenty-two of the 39 public community college districts in Illinois engage in formal collective bargaining leading to a written contract (see Table 1). The remaining districts do not, at this time, engage in formal bargaining (see Table 2). Many of the colleges listed in Table 2 engage in "meet and confer" sessions with faculty representatives and sometimes a written document is produced which serves as a "contract." However, often the "contract" is not ratified nor binding on the board and faculty association. Membership in one or more unions is not uncommon in these nonbargaining districts. Multiple unions are not a viable option under H.B. 1530. Faculties at non-bargaining colleges will have to decide early-on which union will represent them exclusively, or elect to have no representation.

With the passage of the Illinois Labor Relations Act, significant changes in all the tables in this monograph will occur in the near future. Particularly affected will be the number of colleges engaging in faculty collective bargaining.

TABLE 1

ILLINOIS COMMUNITY COLLEGES PARTICIPATING
IN COLLECTIVE BARGAINING
(January, 1984)

	District Number	District Name
1.	522	Belleville
2.	508	Chicago
3.	512	Harper
4.	519	Highland
5.	514	Illinois Central
6.	513	Illinois Valley
7.	525	Joliet
8.	532	Lake County
9.	517	Lakeland
10.	536	*Lewis and Clark
11.	501	Logan
12.	528	McHenry
13.	524	Moraine Valley
14.	527	Morton
15.	535	Oakton
16.	515	Prairie State
17.	518	Sandburg
18.	506	Sauk Valley
19.	534	Spoon River
20.	510	Thornton
21.	504	Triton
22.	516	Waubonsee

*Not included in this study.

TABLE 2

ILLINOIS COMMUNITY COLLEGES WITHOUT FORMAL CONTRACTS
(January, 1984)

	District Number	District Name
1.	503	Black Hawk
2.	507	Danville
3.	502	DuPage
4.	509	Elgin
5.	529	Illinois Eastern
6.	539	John Wood
7.	520	Kankakee
8.	501	Kaskaskia
9.	523	Kishwaukee
10.	526	Lincoln Land
11.	505	Parkland
12.	521	Rend Lake
13.	537	Richland
14.	511	Rock Valley
15.	601	SCC, East St. Louis
16.	531	Shawnee
17.	533	Southeastern

Organizational Affiliation (Table 3)

Of the colleges currently participating in collective bargaining, 15 are represented by affiliates of the American Federation of Teachers/Illinois Federation of Teachers (AFT/IFT) and four colleges are affiliated with the National Education Association/Illinois Education Association (NEA/IEA). In addition, one college is represented by both the American Association of University Professors (AAUP), and the American Federation of Teachers (AFT/IFT). The faculty pay dues to both organizations. H.B. 1530 requires that the faculty choose an exclusive representative and will force the faculty to choose between the two organizations. Two colleges engage in formal collective bargaining with an independent faculty union. Representation elections will be a major concern on all non-bargaining campuses during 1984-85.

TABLE 3

ORGANIZATIONAL AFFILIATION

NEA/IEA	AFT/IFT	AAUP	Independent
Logan	Belleville	Belleville	Illinois Central
McHenry	Chicago*		Spoon River
Sandburg	Harper*		
Sauk Valley	Highland		
	Illinois Valley		
	Joliet		
	Lake County		
	Lakeland		
	Moraine Valley*		
	Morton*		
	Oakton		
	Prairie State		
	Thornton*		
	Triton*		
	Waubonsee		

N = 21

*The unions representing the teachers of these Cook County colleges are chapters of the Cook County College Teachers Union, Local 1600 AFT, AFL-CIO. Each campus chapter affiliation negotiates its contract individually.

Length of Contract (Table 4)

Multiple-year contracts are slightly more common than single-year contracts among the community colleges included in this study. Eleven colleges have two-year contracts; three have three-year contracts. Since 1982, a noticeable shift from three-year to one-year contracts has occurred. Perhaps anticipation of the new law and uncertain economic conditions caused a reduction in the contract length.

TABLE 4

LENGTH OF CONTRACT

1 year	2 years	3 years
Belleville	Chicago	Illinois Central
Lakeland	Harper	Logan
Morton	Highland	Moraine Valley
Sandburg	Illinois Valley	
Sauk Valley	Lake County	
Spoon River	McHenry	
Thornton	Oakton	
	Prairie State	
	Triton	
	Waubonsee	
	Joliet	

N = 21

Reopener Clauses (Table 5)

A reopener clause is a provision in a multi-year contract which states the times and circumstances under which certain parts of the agreement, usually wages, can be renegotiated before the agreement expires. Four of the multiple-year contracts analyzed in this study contained provisions to reopen negotiations on an annual basis. Ironically, this is the same number reported in 1982 but reported by four different colleges: Triton, Lewis and Clark, Prairie State and Belleville

It can be surmised that the Chicago negotiators anticipated the demands of H.B. 1530 and stipulated that fair share would be negotiated in a reopener.

TABLE 5

REOPENER CLAUSES

Contracts with Reopeners	Subjects for Renegotiation
Chicago	- fair share, reduction in number of salary steps, vacation schedule
Illinois Central	- salaries, wages, or working conditions
Moraine Valley	- 60-90 days prior to anniversary, written notice to amend, add to, or terminate agreement
Spoon River	- any issue, written consent of both parties

N = 21

Part-Time Faculty Status (Table 6)

Only one community college indicated they included part-time faculty under their collective bargaining agreement. Part-timers at this college had to have at least a 3/4 time appointment to be included in the agreement.

The new legislation specifies that part-time faculty can be included in the bargaining unit only if they teach six or more credit hours. It will be interesting to see how many community colleges restrict part-time faculty loads to under six credit hours given the new legislation. This will be an area of intense negotiation during the coming year.

TABLE 6

PART-TIME FACULTY STATUS

Contracts Protecting Part-Time Faculty	Contracts Not Including Part-Time Faculty
Sandburg (included part-time faculty with at least a 3/4 appointment)	Belleville
	Chicago
	Harper
	Highland
	Illinois Central
	Illinois Valley
	Joliet
	Lake County
	Lakeland
	Logan
	McHenry
	Moraine Valley
	Morton
	Oakton
	Prairie State
	Sauk Valley
	Spoon River
	Thornton
	Triton
	Waubonsee

N = 21

Unit Membership

The original monograph in this series reported on the unit membership of the various faculty unions bargaining at that time. Without a bargaining law, considerable variation existed. Several colleges included department chairs in the faculty unit and some contracts lacked precision on who should be excluded. It is anticipated that H.B. 1530 will significantly impact upon unit determination and a full reporting of this impact will be made in a subsequent monograph.

Academic Year Calendar (Table 7)

Nine of the college contracts (43%) did not include an academic calendar provision. This was a relatively small increase over the previous study. Oakton and Lakeland colleges that negotiated for the first time since the prior study, were added

to the list of colleges that do not include the academic calendar in the contract. Belleville was also added to this column. In their previous contract, Belleville had stated that the administration developed the calendar with no mention of faculty input.

TABLE 7

ACADEMIC YEAR CALENDAR

	Academic Calendar Provisions Not Included	Requires Faculty Review Recommendations	Requires Consultation Not Negotiation	Calendar Incorporated in Contract	Other
Belleville	X				
Chicago				X	
Harper			X		
Highland		X			
Illinois Central	X				
Illinois Valley	X				
Joliet			X		
Lake County			X		
Lakeland	X				
Logan	X				
McHenry	X				
Moraine				X	
Morton		X			
Oakton	X				
Prairie State			X		
Sandburg	X				
Sauk Valley		X			
Spoon River	X				
Thornton			X		
Triton				X	
Waubonsee			X		
% of Colleges	43%	14%	29%	14%	

N = 21

Class Size Limits (Table 8)

Seven colleges (33%) have contracts which include articles dealing with class size. This is an increase of two colleges since the previous study. The class size provision varied by college. Thornton specified a normal class size of 38 for lecture/discussion type classes. Other special class size limits ranged from 35 (accounting classes) to a low of 22 for a specialized composition course. If class size exceeded maximums, faculty received over-load credit. At Moraine Valley, class size is determined by the chief academic officer within guidelines established during 1983. The Joliet contract included

class size stipulations for composition classes, nursing classes and states that limits for other classes will be established at registration. The City Colleges of Chicago specify a basic class size of 35 with 39 for evening sections. Remedial classes, composition, physical education and lab courses had lower class sizes.

With the broad scope of bargaining allowed under the Illinois Educational Labor Relations Act, it is anticipated that class size will become a more frequently negotiated item. "Terms and conditions of employment or their impact" stated as bargainable issues in the law may include class size provisions. Conversely, the employer right to control "standards of service" may be interpreted to mean that class size is not bargainable. Nevertheless, some change in this issue is anticipated in future negotiations.

TABLE 8

CLASS SIZE LIMITS

Contracts with Class Size Max. or Min. Limits	Contracts with No Class Size Max. or Min. Limits
Belleville (variable)	Harper
Chicago (variable)	Illinois Central
Highland (designated min. class size)	Lake County
Illinois Valley (variable)	Lakeland
Joliet (variable)	Logan
Moraine Valley (variable)	McHenry
Thornton (variable)	Morton
	Oakton
	Sandburg
	Sauk Valley
	Triton
	Waubonsee

N = 19 (No response: Prairie State and Spoon River)

Teaching Load Provisions (Table 9)

All contracts include specific language in regard to teaching load although details vary by college. The definition of a full-time teaching load for faculty members ranges from a low of 24 to a potential high of 36 credit hours per academic year. Most colleges (10) use 30 semester hours per year as their full-time teaching load.

It should be noted that some contracts also required different work schedules for librarians and counselors. Several colleges weigh teaching hours by subject matter, laboratory sections, and lecture sections. This led to elaborate formulas and a listing of equalized hours. In some colleges four composition courses are considered a full load, while five courses in most other subject areas constitute a full load.

Of the contracts analyzed, the equation for lecture to lab hours was generally on a one-to-one or .75 to one basis. There were other variations reported as well. This finding reflects a change from the previous study when most lab hours were considered .75 of a lecture hour for teaching load purposes.

Large lecture classes are also weighted in some contracts. Further, eleven contracts had specific provisions for teaching overload courses. This number is almost double the number contained in contracts analyzed during 1982. The range of maximum overload teaching was from a low of three credits per semester to 15 per year. In addition, maximum summer teaching loads were specified in twelve contracts. The range for summer teaching loads was from a low of six credits at a number of colleges, to a high of 15 lecture-hour equivalents at Triton College.

Teaching load provisions are a key concern of faculty and administrators. A 1983 study of grievance procedures indicated that the largest number of grievances filed by faculty concerned teaching load disputes. The complexity, costs, and morale considerations associated with this article make it important to all parties involved in collective bargaining. Language precision is a vital goal for both sides at the bargaining table when writing this article.

TABLE 9

TEACHING LOAD PROVISIONS

	Load		Overload Max. Sem. Hrs/Yr	Maximum Summer School Load
	Sem. Hrs/Yr	Sem. Hrs/Sem		
Belleville	28-32		5	
Chicago	24-26	12-13	3	6
Harper	30 (Eng.-24)			
Highland		16		
Illinois Central	30-32	14-16	4	8
Illinois Valley	30	15-16	6-8	6-9
Joliet		15-16 or 20 contact	No Maximum	9 cred. max.
Lake County	30	15		6
Lakeland	48 qtr. hrs.	16 qtr hrs/qtr		
Logan	30			
McHenry		15-18	33%	33%
Moraine Valley	30	15	15	9
Morton	30	18	None	
Oakton*	30-32	15-16	1 course/term	6-8
Prairie State		15	7	
Sandburg	48 qtr. hrs.	16 qtr hrs/qtr	8 quarter	6-16 qtr.hrs. @ summer rate 8 qtr. hrs. @ overload rate
Sauk Valley	32		None	
Spoon River	30			
Thornton		15 (For.Lang.16) (Eng.-13)		
Triton		14-16 lecture hr.equiv. (LHE)	6 LHE**	15 LHE
Waubonsee	30	14-16	4	9

N = 21

*Not in contract, policy dictates.
**For School of Arts and Sciences instructors.

Academic Freedom (Table 10)

Sixteen college contracts (76%) included language referring to academic freedom. Generally, the majority of these contracts entitled faculty members to freedom in the classroom, in research and publications, and in citizenship.

TABLE 10

ACADEMIC FREEDOM

College	Provision for Academic Freedom	No Provision for Academic Freedom
Belleville		X
Chicago	X	
Harper	X	
Highland	X	
Illinois Central	X	
Illinois Valley		X
Joliet	X	
Lake County	X	
Lakeland		X
Logan		X
McHenry	X	
Moraine Valley	X	
Morton		X
Oakton	X	
Prairie State	X	
Sandburg	X	
Sauk Valley	X	
Spoon River	X	
Thornton	X	
Triton	X	
Waubonsee	X	
% of Colleges	76%	24%

N = 21

The data displayed in Table 10 have changed very little since 1982. The two new colleges bargaining split on this issue. Oakton includes academic freedom language but Lakeland does not.

Office Hours (Table 11)

All college contracts control office hour provisions. Only two colleges did not specify a minimum number of office hours. In one case the hours must be "established and maintained" by faculty, while in the other case, the "Board may require faculty members to conduct college office hours." Eleven colleges (52%) require a minimum of five office hours per week, while five colleges (23%) require ten or more hours per week. Many of the contracts require additional office hours if the instructors teach overloads.

There was little change in minimum office hours from the 1982 study. Three colleges increased the minimum while two others decreased it. The complexity of the office hours article appears to be increasing. The timing of hours (time of day, day of week), and the purpose for holding office hours, are becoming more specific in the more recently negotiated contracts.

TABLE 11

MINIMUM OFFICE HOURS

	Unspecified office hrs.	1-4 per week	5 per week	6-9 per week	10 per week	more than 10 per week
Belleville			X			
Chicago		X				
Harper					X	
Highland	X					
Illinois Central			X			
Illinois Valley					X	
Joliet			X			
Lake County					X	
Lakeland			X			
Logan						X
McHenry			X			
Moraine Valley	X					
Morton				X		
Oakton*			X			
Prairie State		X				
Sandburg			X			
Sauk Valley			X			
Spoon River						X*
Thornton			X			
Triton			X			
Waubonsee			X			
% of Colleges	10	10	52	5	13	10

N = 21

*On campus hours include meetings, advising, etc.

Insurance (Tables 12 and 12A)

All colleges continue to provide both Life and Health/ Medical insurance. No attempt was made in this survey to ascertain the per faculty cost of these provisions. Analysis of the changes in insurance benefits over a two year period may be made by comparing Tables 12 and 12A. The tables indicate that an increasing number of colleges are providing additional insurance benefits. Growth occurred in the number of colleges that provide disability, malpractice (selected faculty) liability, dental and vision and prescription/drug insurance. The greatest growth was in the number of colleges that provide some form of disability insurance. The prior study found only three colleges (15%) with this benefit but twelve contracts (57%) in force during the 1983-84 academic year provided disability insurance.

While few colleges offered dental and vision coverage in 1982, almost all contracts provided this coverage in 1984. In 1982, some colleges provided dental insurance and others provided a combination of dental and vision insurance. By 1984, colleges which had offered one type of insurance now offer both types. Chicago remains the only college offering a group auto benefit.

TABLE 12

INSURANCE (1984)

	Life	Health/ Medical	Dis- ability	Group Auto	Malpractice Health/ Science Faculty	Liability	Dental and Vision	Prescrip- tions
Belleville	X	X	X		X	X		X
Chicago	X	X	X	X			X	X
Harper	X	X	X		X	X	X	
Highland	X	X	X		X	X		
Illinois Central	X	X				X	X	
Illinois Valley	X	X				X		
Joliet	X	X					X	X
Lake County	X	X	X				X	
Lakeland	X	X	X				X	
Logan	X	X						
McHenry	X	X						
Moraine Valley	X	X	X				X	
Morton	X	X				X		
Oakton	X	X	X				X	
Prairie State	X	X	X				X	
Sandburg	X	X	X				X	
Sauk Valley	X	X			X	X		X
Spoon River	X	X					X	
Thornton	X	X					X	
Triton	X	X	X				X	
Waubonsee	X	X	X				X	X
% of Colleges	100%	100%	57%	5%	19%	33%	67%	24%

N = 21

TABLE 12 A

INSURANCE (1982)

COLLEGE	LIFE	HEALTH	DIS-ABILITY	DENTAL	GROUP AUTO	MALPRACTICE NURS. FACULTY	LIABILITY	DENTAL and VISION	PRESCR. DRUGS
Belleville	X	X							
Chicago	X	X		X	X	X		X	
Harper	X	X							
Highland	X	X							
Illinois Central	X	X	X				X		
Illinois Valley	X	X							
Joliet	X	X		X					X
Lake County	X	X	X	X					
Lewis and Clark	X	X	X				X		
Logan	X	X							
McHenry	X	X							
Moraine Valley	X	X		X				X	
Morton	X	X							
Prairie State	X	X							
Sandburg	X	X		X					
Sauk Valley	X	X							
Spoon River	X	X		X					
Thornton	X	X							
Triton	X	X		X					
Waubonsee	X	X							
% of Colleges	100	100	15	35	5	5	10	10	5

N = 20

Retirement (Table 13)

Retirement is another area where colleges are increasingly providing additional benefits to faculty. All colleges belong to the State University Retirement System (SURS) and, consequently, no change has occurred since the last study. Analysis of Table 13 shows substantial increases in the numbers of colleges providing provisions for Tax Sheltered Annuities and Early Retirement. A four-fold increase in early retirement provisions is noteworthy. The percentage of contracts with tax-sheltered annuities increased by 37%.

TABLE 13

RETIREMENT PROVISIONS

		Tax-Sheltered Annuity		Early Retirement	
	SURS	1982	1984	1982	1984
Belleville	X		X		X
Chicago	X		X		X
Harper	X	X	X		X
Highland	X	X	X		X
Illinois Central	X	X	X		X
Illinois Valley	X				
Joliet	X		X	X	X
Lake County	X		X		
Lakeland	X				X
Logan	X				
McHenry	X				X
Moraine Valley	X				X
Morton	X	X	X		
Oakton	X		X		X
Prairie State	X		X	X	X
Sandburg	X		X		
Sauk Valley	X		X		
Spoon River	X	X			
Thornton	X	X	X		X
Triton	X		X	X	X
Waubonsee	X				
% of Colleges	100%	30%	67%	15%	62%

N = 21

Tuition Waiver and Reimbursement Provisions (Table 14)

Tuition waivers for courses taken at the community colleges have become prevalent fringe benefits. Ninety-five percent of the colleges reported tuition waivers for staff covered by the collective bargaining agreement. This percentage is substantially greater than that reported in 1982 (60%). Also, tuition waivers for spouses and children have increased from 55% of the contracts in 1982 to 90% in 1984. Tuition waivers have become commonplace rather than a "fringe" benefit only provided in a limited number of community colleges.

Over half (57%) of the college contracts contained an article which dealt with tuition reimbursement for senior college courses taken by staff included in the bargaining unit. This percentage is a slight increase from 1982 (50%). Ten of the colleges specify a maximum dollar amount for tuition reimbursement. The mean amount of this maximum is $545 per year and the range is from a low of $300 to a high of $1,000. Compared to the 1982 study, the amount of money specified as a maximum has increased in most colleges which renegotiated their contracts. Six of the college collective bargaining agreements established a maximum number of credit hours taken at a senior college which would be reimburseable. The mean number of credits was nine per year, with a range of from six to twelve. This provision had changed very little from the prior study.

TABLE 14

TUITION WAIVER AND REIMBURSEMENT PROVISIONS

COLLEGE	INTERNAL TUITION WAIVER				SENIOR COLLEGE TUITION REIMBURSEMENT			
	Waiver Provided	No Waiver Provided	Spouse	Children	Reimbursement Provided	No Reimbursement Provided	Max $/Yr. for Tuition	Max Hrs./Yr. Allowed
Belleville	X		X	X	X		$1,000	10
Chicago	X		X	X		X		
Harper	X		X	X	X		480	
Highland	X		X	X	X		600	6
Illinois Central	X		X	X		X		
Illinois Valley		X				X		
Joliet	X		X	X		X		
Lake County	X		X	X	X		500	12
Lakeland	X		X	X		X		
Logan	X		X	X		X		
McHenry	X		X	X	X		600	
Moraine Valley	X (100%)		X (75%)	X (75%)	X		Board Guidelines	
Morton	X		(not in contract)			X*		
Oakton	X		X	X	X		675	9
Prairie State	X (100%)		X (50%)	X (50%)		X		
Sandburg	X		X	X	X		300	N/A
Sauk Valley	X		X	X	X		450	6**
Spoon River	X***		X***	X***	X		50% of cost	
Thornton	X		X	X		X		
Triton	X		X	X	X			
Waubonsee	X		X	X	X		300	12
% of Colleges	95	5	90	90	57	43	Mean=$545/Yr.	Mean=9.2 hrs/yr

N = 21

*except when required by college

**more if Professional Development Plan filed

***reduced to $1/hr.

Leaves (Tables 15 and 15A)

The wide variety of leaves negotiated in the various colleges is displayed in Table 15. Considerable change has occurred since 1982. The faculty unions have, in a number of colleges, been successful in increasing the leave benefits available to faculty. All colleges now negotiate Sick Leave and Sabbatical Leave. The number of colleges that negotiate Unpaid Extended Absences, Special Leave, Legal Leave, Family Illness, Funeral/Bereavement, Jury Duty, Child Rearing, and Disability, were greatly increased in percentage terms. For comparative purposes, Table 15A displays the status of leaves in 1982.

TABLE 15

L E A V E S (1984)

College	SICK	PERSONAL BUSINESS	SABBATICAL	UNPAID EXTENDED ABSENCE	SPECIAL	LEGAL	MILITARY	TEACHER EXCHANGE	EDUCATIONAL IMPROVEMENT	FAMILY ILLNESS	FUNERAL, BEREAVEMENT	RELIGIOUS	ASSOCIATION/UNION	PROFESSIONAL MEETINGS	JURY DUTY	MATERNITY/ADOPTION	CHILD REARING	DISABILITY
Belleville	X	X	X	X	X		X	X		X	X	X		X	X	X		X
Chicago	X	X	X	X	X		X		X	X	X		X	X	X	X		X
Harper	X	X	X			X	X		X	X	X	X		X	X	X	X	X
Highland	X	X	X	X			X								X	X		
Illinois Central	X	X	X	X						X	X	X			X	X	X	
Illinois Valley	X	X	X			X	X				X				X	X		
Joliet	X	X	X	X							X				X	X		
Lake County	X		X	X	X					X	X				X		X	
Lakeland	X	X	X	X		X	X			X	X				X	X		
Logan	X	X	X				X			X	X				X	X		
McHenry	X	X	X	X	X				X		X		X		X	X	X	
Moraine Valley	X	X	X	X	X		X		X	X	X	X	X	X	X	X	X	
Morton	X	X	X								X	X		X	X	X	X	X
Oakton*	X	X	X	X				X	X	X	X	X			X	X	X	X
Prairie State	X	X	X	X							X				X	X		
Sandburg	X	X	X	X		X		X	X	X	X				X	X		
Sauk Valley	X	X	X				X			X	X		X	X		X		
Spoon River	X	X	X	X	X		X		X	X	X		X	X	X	X		X
Thornton	X	X	X	X			X		X	X	X		X	X	X	X		
Triton	X	X	X		X		X				X				X		X	X
Waubonsee	X	X	X	X			X			X	X			X	X	X		
% of Colleges	100	95	100	71	33	19	62	14	36	67	95	29	29	43	95	90	38	33

*Leaves provided in policy, not contract.
N = 21

TABLE 15 A

L E A V E S (1982)

College	SICK	PERSONAL BUSINESS	SABBATICAL	UNPAID EXTENDED ABSENCE	SPECIAL	LEGAL	MILITARY	TEACHER EXCHANGE	EDUCATIONAL IMPROVEMENT	FAMILY ILLNESS	FUNERAL, BEREAVEMENT	RELIGIOUS	ASSOCIATION	PROFESSIONAL MEETING	JURY DUTY	MATERNITY/ADOPTION	CHILD REARING	DISABILITY
Belleville	X	X	X	X			X	X		X	X	X		X	X	X		X
Chicago	X	X	X	X	X		X		X		X		X	X	X	X		
Harper	X	X	X				X		X	X	X	X		X	X	X	X	
Highland	X	X	X													X		
Illinois Central	X	X	X								X				X	X		X
Illinois Valley	X	X	X			X	X				X				X	X		
Joliet	X	X	X	X								X			X	X		
Lake County	X		X		X		X	X						X			X	
Lewis and Clark	X	X	X				X				X		X		X	X		
Logan	X	X	X				X						X			X		
McHenry	X	X	X	X							X				X			
Moraine Valley	X	X	X	X			X		X		X	X		X	X	X		
Morton	X	X	X				X					X			X	X		
Prairie State	X	X								X			X		X	X		
Sandburg	X	X	X						X	X					X	X		
Sauk Valley	X	X							X				X		X	X		
Spoon River	X	X	X				X		X		X		X	X	X	X	X	
Thornton	X	X	X				X		X	X	X		X	X	X	X		
Triton	X	X	X				X			X			X		X	X	X	X
Waubonsee	X	X	X		X		X		X					X	X	X		
% of Colleges	100	95	90	25	15	5	65	10	40	30	50	25	40	40	85	90	20	15

N = 20

Sick Leave (Table 16)

All community college contracts continue to provide sick leave. The number of sick leave days ranges from ten to twenty days per year. Some colleges provide substantially more days during the first year of employment and a reduced number of days for each year thereafter. Eight colleges provide for fifteen days annual sick leave, four provide twelve days, and eight provide ten days sick leave. Two colleges allow two additional days for year-round employees. Considerable variation also exists in terms of the maximum accumulation. Seven colleges allow unlimited accumulation. Accumulation in the other colleges ranges from 120 to 300 days. Triton limits the maximum accumulation but allows faculty an additional 40 days solely for computing reimbursement at termination.

From 1982 to 1984 seven colleges (33%) increased the maximum number of sick leave days which could be accumulated. Annual sick leave days were altered by six colleges. Three colleges slightly raised the number of days, while three colleges lowered the number.

TABLE 16

SICK LEAVE

College	Annual Days Accumulation	Maximum Accumulation	
Belleville	12	Unlimited	
Chicago	10	Unlimited	
Harper	10	180	
Highland	10	Unlimited	
Illinois Central	15	300	
Illinois Valley	10	Unlimited	15 days accum. for 1st year
Joliet	15	195	
Lake County	15	215 (83/84) 230 (84/85)	
Lakeland	10	200	2 add. days/yr for summer contract
Logan	10	120	
McHenry	10	124	
Moraine Valley	12	180	2 add days/yr for f/t summer 220 max for SURS retirees
Morton	15	Unlimited	
Oakton*	15	210	
Prairie State	12	192	16 days 1st year
Sandburg	15	170	
Sauk Valley	10	Unlimited	
Spoon River	15	200	
Thornton	12	240	
Triton	20	180	May accumulate 220 days solely for computation of terminal reimbursement
Waubonsee	15	Unlimited	

*Provided in policy, not contract.

Dues Deduction (Table 17)

There was very little change in this table from the 1982 study. The two colleges new to bargaining, Oakton and Lakeland, did not provide contractual arrangements for dues deduction. Apparently all colleges allow dues deductions by policy if not stipulated contractually.

TABLE 17

DUES DEDUCTION PROVISIONS

Colleges With Dues Deductions Provisions	Colleges Without Dues Deductions Provisions
Belleville	Illinois Central
Chicago	Illinois Valley
Harper	Lakeland
Highland	Oakton
Joliet	Triton
Lake County	
Logan	
McHenry	
Moraine Valley	
Morton	
Prairie State	
Sandburg	
Sauk Valley	
Spoon River	
Thornton	
Waubonsee	

Personnel File Clause (Table 18)

In the prior study, the authors found eleven colleges that had negotiated personnel file clauses. In the ensuing period, this number has increased to fourteen.

TABLE 18

PERSONNEL FILE CLAUSE

Colleges With Personnel File Clause	Colleges Without Personnel File Clause
Chicago	Belleville
Harper	Joliet
Highland	Lake County
Illinois Central	Lakeland
Illinois Valley	Logan
Moraine Valley	McHenry
Morton	Oakton
Prairie State	
Sandburg	
Sauk Valley	
Spoon River	
Thornton	
Triton	
Waubonsee	

Grievance Definition (Table 19)

There are three major categories of grievance definitions: (1) Narrow definitions provide that only provisions of the contract may be grieved; (2) Broad definitions allow grievants to grieve almost anything, including policies, practices and procedures; and (3) Compromise definitions strike a medium allowing employees to grieve contract violations and board policy. Very little change has occurred over the two-year period in the way the parties define grievances. Illinois Central and Lake County changed from a narrow definition to a compromise definition. Prairie State and Thornton made the reverse change, moving from the compromise column to the narrow definition. Oakton, which has a new bargaining relationship, has no contractual grievance procedure. H.B. 1530 mandates that grievance arbitration be included in future contracts. Because the definition of grievance impacts on the number of issues that are arbitrated, the authors anticipate significant language changes in the coming years.

TABLE 19

SCOPE OF GRIEVANCE PROCEDURE

College	(Narrow Definition) Provisions of Contract		(Compromise Definition) Contract and Board Policy		(Broad Definition) Contract, Policy and Practice		Other	
	1982	1984	1982	1984	1982	1984	1982	1984
Belleville					X	X		
Chicago					X	X		
Harper	X	X						
Highland			X	X				
Illinois Central	X			X				
Illinois Valley	X	X						
Joliet	X	X						
Lake County	X			X				
Lakeland				X				
Logan	X	X						
McHenry			X	X				
Moraine Valley					X	X		
Morton	X	X						
Oakton*							Provisions in Board Policy	
Prairie State		X	X					
Sandburg	X	X						
Sauk Valley	X	X						
Spoon River		X						
Thornton		X	X					
Triton					X	X		
Waubonsee	X	X						
% of Colleges	50	52	20	24	20	19	0	5

N = 21

*Did not include a Grievance Procedure in 1982 contract.

Grievance Resolution (Table 20)

Prior to the passage of H.B. 1530, the terminal step in grievance resolution was one of the more controversial areas of college bargaining. Little change occurred in this table from 1982. The colleges with a recent bargaining relationship tended to leave final grievance resolution to the local board of trustees. This will not be allowed in the future.

The Waubonsee Community College contract contains a "two-headed" grievance procedure. A "two-headed" procedure restricts the number of items that can be arbitrated but allows additional issues to be grieved.

TABLE 20

GRIEVANCE RESOLUTION

	Board of Trustees	Advisory Arbitration	Binding Arbitration
	Belleville Illinois Valley Lakeland Logan Morton Oakton* Sandburg Spoon River	Triton	Chicago Harper Highland Illinois Central Joliet Lake County McHenry Moraine Valley Prairie State Sauk Valley Thornton Waubonsee**
% of Colleges	38	5	57

N = 21
*Being Revised
**Varies by Article

Impasse Procedures (Table 21)

Impasse is the term used to describe the situation which exists when, during negotiations for a new contract, no further progress can be made toward reaching an agreement. Impasses sometime lead to strikes. In the public sector, impasses are frequently resolved by the intervention of a neutral third party such as a mediator, fact-finder, or arbitrator.

There has been a marked increase in the number of colleges with contracts containing an impasse procedure article. Slightly less than 50% of the college contracts include such a clause compared to only four colleges in the 1982 study. The Illinois Educational Labor Relations Act contains a comprehensive impasse procedure which includes provisions for mediation, permissive interest arbitration and strikes. It is anticipated that this legislation will ultimately affect or replace the impasse procedure article in all negotiated contracts.

TABLE 21

IMPASSE PROCEDURES

Colleges With Impasse Procedures	Colleges Without Impasse Procedures
Illinois Central	Belleville
Lake County	Chicago
Lakeland	Harper
Logan	Highland
McHenry	Illinois Valley
Moraine Valley	Joliet
Sandburg	Morton
Sauk Valley	Oakton
Spoon River	Prairie State
Thornton	Triton
	Waubonsee

N = 21

Management Rights Clause (Table 22)

A management rights clause expressly reserves to management certain rights and specifies that the exercise of those rights shall not be subject to the grievance procedure and/or arbitration. While there have been discussions about the desirability of such a clause from both the union and management point-of-view, substantially more college contracts contain a management rights article now (76%) as compared to 1982 (60%).

The Illinois Educational Labor Relations Act contains an "Employer Rights" section which specifies that employers shall be required to bargain wages, hours, conditions and employment, but

stipulates that "inherent managerial policy" is non-bargainable. The binding grievance arbitration provision of H.B. 1530 will, no doubt, influence the wording of management rights clauses negotiated in the future.

TABLE 22

MANAGEMENT RIGHTS CLAUSE

Colleges With Management Rights Clause	Colleges Without Management Rights Clause
Belleville	Chicago
Harper	Lake County
Highland	Lakeland
Illinois Central	Spoon River
Illinois Valley	Triton
Joliet	
Logan	
McHenry	
Moraine Valley	
Morton	
Oakton	
Prairie State	
Sandburg	
Sauk Valley	
Thornton	
Waubonsee	

N = 21

No-Strike Provisions (Table 23)

Thirteen colleges (62%) have negotiated specific no-strike clauses. Eight colleges (38%) have chosen to leave the subject of work stoppages out of the contract. This result is virtually the same as it was in 1982. The new legislation allows legal strikes under certain specified conditions.

TABLE 23

NO-STRIKE CLAUSE

Colleges With No-Strike Clause	Colleges Without No-Strike Clause
Belleville	Harper
Chicago	Illinois Valley
Highland	Joliet
Illinois Central	Lake County
Logan	Lakeland
Moraine Valley	McHenry
Morton	Spoon River
Oakton	Triton
Prairie State	
Sandburg	
Sauk Valley	
Thornton	
Waubonsee	

N = 21

Use of Private Attorney (Table 24)

The prior study did not provide data on this topic so no comparison is possible. Fifteen of the colleges surveyed (71%) utilize private attorneys to help with negotiations. The cost for this expertise ranged from $200 to $40,000. One college that expended $39,000 as legal fees noted that it had experienced a strike for the entire summer. At least one college that had used an attorney in the past has determined not to do so in their next negotiations.

TABLE 24

USE OF PRIVATE ATTORNEY

College	Private Attorney used to help with negotiations	Private Attorney not used with negotiations	Estimated cost of Attorney in last contract negotiated
Belleville	X		1,000
Chicago		X	
Harper	X		5,000
Highland	X		
Illinois Central		X	
Illinois Valley	X		2,800 - 3,000
Joliet	X		N/A
Lake County	X		
Lakeland		X	
Logan	X		Negligible
McHenry	X		8,000
Moraine Valley	X (Advisory only)		2,500
Morton		X	
Oakton	X		?
Prairie State	X		39,000**
Sandburg	X		895
Sauk Valley	X		200
Spoon River		X	
Thornton	X		40,000
Triton		X	
Waubonsee	X		45/hr.
% of Colleges	71	29	

**Strike extended for entire summer school term.
N = 21

Significant or Unusual Contract Items

Listed below are items which were submitted as significant or unusual by respondents to the questionnaire.

1. A clause which states that materials developed by instructors become the property of the instructor if they were developed on the instructor's own time.

2. A non-discrimination article forbidding discrimination against employees based on various factors such as sex, race, union membership, etc.

3. A clause which contains an assessment of professional development activities equated to credit hours equivalencies for movement on the salary schedule.

4. A RIF article detailing reduction-in-force procedures when instructional programs are discontinued.

5. One large district contract includes provisions for payment to instructors teaching in the TV college.

6. A multi-college campus includes a clause concerned with transfer of faculty among campuses based on seniority.

Summary

The authors found several distinct differences between contracts in effect in 1982 and those analyzed in 1984. The major findings are listed below.

1. Two additional colleges now engage in collective bargaining.

2. There has been a tremendous growth in benefits provided faculty. The reader is referred especially to Tables 12, 12 A, 13, 15, 15 A and 16, which indicate significant increases in benefits.

3. Disability Insurance increased significantly as a benefit.

4. Dental and Vision Insurance significantly increased as a benefit.

5. Prescription Drugs and Liability increased significantly as a benefit.

6. Both Tax Sheltered Annuities and Early Retirement significantly increased as a benefit.

7. Unpaid Extended Absences, Special Leaves, Legal Leaves, Teacher Exchange Programs, Family Illness, Funeral, Bereavement, Child Bearing, and Disability Leaves all increased significantly as Leave Benefits.

8. Sick Leave was an area that, in the aggregate, appears to have experienced little change. However, a college-by-college analysis indicates that some colleges increased annual sick leave and some reduced the number of sick days granted.

9. Seven colleges (33%) increased the maximum number of sick days that could be accumulated.

10. There has been a noticeable shift from three-year to one-year contracts.

11. Office hour provisions are becoming more complex and specific in regard to faculty obligations.

12. There was a slight increase in the number of contracts with class size limits.

13. An increasing number of colleges included personnel file clauses.

14. There has been a marked change in contracts that include impasse provisions.

15. There has been a substantial increase in colleges that include management rights provisions in their faculty contracts.

CHAPTER 3

ADDITIONAL COLLECTIVE BARGAINING CONSIDERATIONS

The authors also asked respondents to answer five open-ended questions. Four of the questions called for the respondent's perceived estimation of the impact of the Illinois Educational Labor Relations Act on the colleges and their agreements. The final open-ended question solicited possible amendments that should be made to the Act.

Estimated Impact of H.B. 1530 on Faculty Contracts

Nearly every respondent commented on this question. Most respondents were concerned about the impact of scope of bargaining and the binding grievance arbitration provision required by H.B. 1530. One respondent stated that the requirements of the law will force management to be more specific in future agreements and noted that his/her college is revising its Policy Manual in terms of the new statutory environment. Others noted that the scope of bargaining would be broadened, thus increasing the number of items that must be bargained. One respondent predicted a larger role for attorneys. Several respondents noted that their grievance procedures would have to be modified. Others predicted that arbitration would be increased and that many items heretofore considered non-delegable and non-arbitrable would be deemed arbitrable, thus reducing management rights.

Several respondents predicted the Act will lead to part-time faculty being included in the bargaining process. One college reported that part-time faculty constitute 70% of their teaching faculty.

Agency shop and the inclusion of unfair labor practices were also seen as potential problems in future contracts with faculty.

Several respondents reported that they foresaw minimal impact on their future contracts due to the Act and several noted that the Act would have little impact on their amicable relationship with faculty.

Estimated Impact of H.B. 1530 on Instructional Quality

There was little consensus among the respondents who answered this question. The responses ranged from "little impact because our quality has been consistently high for many years primarily because of dedicated staff," to "the law will lower quality. It will kill faculty initiative over time and minimum performance will become the norm."

Perhaps the most realistic appraisal was submitted by one administrator who wrote, "the instructional quality should not be affected in the long run. However, in the short run, the

amount of change introduced by H.B. 1530 may be unsettling and cause unevenness in instructional quality existing at this point." This same respondent concluded that factors such as a community college's labor relations history, finances, staff development efforts, professionalism among faculty and institutional esprit-de-corps will probably have a greater long-term impact on instructional quality than the Educational Labor Relations Act.

Estimated Impact of H.B. 1530 on College Finances

Respondents generally anticipate additional costs for labor relations. Increased expenditures were anticipated for the following:

1) bargaining by non-faculty units;

2) right to strike may increase size of settlements;

3) mandated procedures may make the labor relations process more expensive;

4) increase use of labor professional and consultant services;

5) organizing costs.

Several were unwilling to estimate future impact on finances, and two respondents said there would be no financial impact.

Estimated Impact of H.B. 1530 on Faculty/Administrator Interaction

Respondents provided diverse answers to this open-ended question. Responses ranged from "poor" to "no impact" to "beneficial impact." Others were unwilling to predict the impact until they had more experience with the Act. Several colleges noted that relationships would become more formal, causing an "arms length" administrator/faculty relationship.

At least one respondent expressed concern that administrators could commit unfair labor practices if they were not sensitive to the requirements of H.B. 1530.

Another respondent expressed a concern that the Act would make "appeal to a higher authority" much easier and cause legal problems. One other respondent stated, "the handling of grievances would have to be sharpened."

Amendments that Should be Made to H.B. 1530

One respondent noted that amendments to H.B. 1530 should be based on actual experience. But, a number of respondents anticipate specific problems with the Act. Seven potential problems and/or recommendations were identified.

1. Bargaining with part-time faculty. Most wished to eliminate those employees from the Act or change the minimum number of hours taught to be eligible for protection under the Act.

2. Legal strike provision is inappropriate.

3. The inclusion of all matters previously bargained as a mandatory subject of bargaining.

4. Mandated binding grievance arbitration might cause loss of management rights.

5. Definition of supervisor is inadequate.

6. Management rights should be expanded.

7. Employer rights concerning concerted activity should be modified to mirror the National Labor Relations Act (NLRA) which would provide better protection to the employer.

CHAPTER 4

IMPLICATIONS AND CONCLUSION

COLLECTIVE BARGAINING AND BUREAUCRATIZATION

Observers of the collective bargaining process have identified several unintended consequences which accompany collective bargaining. Among these consequences are the tendencies toward centralization, formalization, specialization, and standardization. These factors are often associated with bureaucracy. Generally, a high degree of bureaucracy is viewed as a negative condition. Community colleges, especially, attempt to function as flexible, dynamic institutions ready and able to quickly meet changing educational needs at the local level. Bureaucracy, frequently, inhibits community colleges in meeting their unique educational missions.

While this analysis of collective bargaining agreements in the Illinois community college system does not specifically deal with the bureaucratic nature of contract language, a recent study completed at Illinois State University, investigated contract language in detail. The study which culminated in a dissertation entitled Formalization of Faculty Working Conditions in Illinois Public Community Colleges, was conducted by Dr. William A. Marzano in 1984. The researcher determined the "degree of formalization" of ten faculty working conditions in Illinois public community colleges with collective bargaining agreements versus those without such agreements. He also attempted to identify other institutional variables that might distinguish the two types of institutions. The working conditions investigated were: (1) academic calendar; (2) teaching load; (3) class size; (4) office hours; (5) salary schedule; (6) academic freedom; (7) personnel file; (8) grievance procedures; (9) educational improvement leaves; and (10) early retirement. Using an instrument he designed to analyze collective bargaining agreements, board policies, faculty handbooks and other institutional documents, Dr. Marzano concluded the following:

1. Seven of the ten faculty working conditions were more formalized in those districts that operated under a collective bargaining agreement than in those districts that did not.

2. The greater degree of formalization of faculty working conditions was the most distinguishing characteristic of bargaining districts. Despite differences in institutional size, or age, bargaining districts displayed a higher degree of formalization than non-bargaining districts.

Based on these findings, it appears that increased formalization, a concept closely associated with bureaucratization, is a result of collective bargaining in relation to faculty working conditions in Illinois community colleges. Contract negotiations and re-negotiations may lead to the unintended consequence

of increased bureaucracy. Community college staff and trustees should recognize this potential toward bureaucratization and attempt to thwart it so the institution can serve its community's educational needs quickly, efficiently, and effectively.

CONCLUSION

Collective bargaining continues to grow and prosper in education while private sector unions are suffering diminished status. Currently 33 states and the District of Columbia allow collective bargaining for public employees. Illinois and Ohio are the two latest states to pass comprehensive bargaining laws. While over 50% of the Illinois community colleges engaged in bargaining prior to the passage of H.B. 1530, it is anticipated that this will approach 100% over the next several years.

Two other implications seem apparent to the authors. First, H.B. 1530 has established a structural framework for increased state involvement and control of traditional local community college policy decisions. Second, because of the scope of the Act, community colleges should anticipate increased union activity among non-academic employee groups.

This study not only analyzes the status of collective bargaining in 1982 and 1984, but also establishes bench-mark data that will facilitate future studies that may attempt to assess the impact of H.B. 1530.

ERIC Clearinghouse for Junior Colleges
8118 Math-Sciences Building
University of California
Los Angeles, California 90024

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